

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. PAGE 1 OF 6 PAGES

2. AMENDMENT/MODIFICATION NO.: <div style="text-align: center;">06</div>	3. EFFECTIVE DATE <div style="text-align: center;">2/4/06</div>	4. PURCHASE REQUISITION NO.:	5A. SOLICITATION/CONTRACT/PROJECT TITLE
			5B. PROJECT NO (If applicable)
6. ISSUED BY <div style="text-align: center;">ARCHITECT OF THE CAPITOL United States Capitol Washington, D.C. 20515</div>		7. ADDRESS AMENDMENT/MODIFICATION TO Architect of the Capitol Procurement Division Ford House Office Building, Room H2-263 Attn: Christopher Blumberg Second and "D" Streets, S.W. Washington, DC 20515	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		X	9A. AMENDMENT OF SOLICITATION NO. 050019
			9B. DATED (See Item 11) September 26, 2005
			10A. MODIFICATION OF CONTRACT/ORDER NO.
			10B. DATED (See Item 13)

11. THIS ITEM APPLIES ONLY TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offers is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning 1 copies of the amendment;

(b) By acknowledging receipt of this amendment in Block 12 of the AOC 33 or Block 19 of the AOC 1442 of the original solicitation package, giving amendment number and its date; or

(c) By separate letter which includes a reference to the solicitation and amendment numbers.

FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter, provided each letter makes reference to the solicitation and this amendment, and is received prior to the opening/receipt hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS AND MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

Check One	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b)(1)
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)
E. IMPORTANT: Contractor _____ is not, _____ is required to sign this document and return it to the issuing office.	
14. DESCRIPTION OF AMENDMENT/MODIFICATION SEE CONTINUATION PAGE Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.	
15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME OF CONTRACTING OFFICER (Type or print)
15B. OFFEROR/CONTRACTOR _____ (Signature of person authorized to sign)	15C. DATE SIGNED
	16B. UNITED STATES OF AMERICA By _____ (Signature of Contracting Officer)
	16C. DATE SIGNED

AMENDMENT NO.: 06 Solicitation No.: 050019

This amendment is issued as follows:

- 1) Revise page numbers on the SF-33 (SOLICITATION, OFFER AND AWARD) form, as annotated on the enclosed page.
- 2) Clarify the language contained in C.4.6 Construction & Project Management, as annotated on the enclosed page C-27.
- 3) Clarify the language contained in H.16 Government Furnished Services, as annotated on the enclosed page H-48. Language has been added to H.16.1 that states "The Contractor will not receive revenue or monies from recycling efforts."
- 4) The following pages shall be removed and replaced. The replaced pages contain black lines in the right hand margin which indicate text that has been changed.

Remove Page(s)	Insert Pages
SF-33 (SOLICITATION, OFFER AND AWARD)	SF-33 (SOLICITATION, OFFER AND AWARD)
C-27	C-27
H-48	H-48

- 5) Provide responses to the following questions:

a) Page C-12 (6) of the RFP references that school and tour groups will not be allowed to bring their own food into the CVC. Will this also apply to the general public?

Response

Yes, this will also apply to the general public.

b) Will there be retail sales opportunities in the CVC besides the two self-operated locations?

Response

There may be two retail kiosks on the lower level of the CVC.

c) Is there any additional specific catering sales information for the House of Representatives catering? Day by day, weekly or monthly statistics?

Response

For 2005, the following additional information is available:

Total events (includes Cart Service) - 4,700

Total number of guests - 292,793

Average number of guests served per week - 5,740

Average number of guests served daily (Congress in and out of session) - 1,148

Average number of guests served daily (Congress in session only) - 1,450

d) Can you clarify the requirements for utilizing the Great Hall in the CVC for special event catering?

Response

Section C.1.2. (3) (a) provides information on use of the Great Hall.in the CVC.

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e) What service does KSC, Inc. provide at the Senate facilities and what three contractors currently provide vending?

Response

As indicated in section C.3 of the RFP: The foodservice operation in the Russell Building is outsourced to KSC Inc. doing business as Cups and Company of Washington, D.C. This operation is not a part of this RFP process. Please note that Cups and Company will continue to operate notwithstanding the exclusivity of this Contract.

Vending is provided as follows:

Canteen Vending Services (Snack, Food, Coffee)

Canteen Vending Services (Pepsi)

Mid-Atlantic CocaCola Bottling Co., Inc.

f) If the HOR Entity does not go with the CVC selected contractor, does the HOR contractor service the catering in the HOR designated spaces at the CVC or does the CVC operator service these spaces?

Response

The House and Senate expansion space in the CVC will be a part of the foodservice contract for their respective Entity should a contract be awarded as a part of this RFP process. The core space in the CVC, described in Section C.1.2 (3) (a) will be a part of the CVC contract.

g) Can you provide historical data on how often overtime is incurred, or the number of days that each food service operation was required to remain open after hours due to late votes/other requirements?

Response

In calendar 2005, overtime due to votes occurred 46 times in the Refectory and Senate Dining Room or Inner Sanctum on the Senate side of the Capitol.

Overtime occurs in the Members' Dining Room and Capitol Carryout approximately 7-10 times annually. The remaining facilities combined may average 1-2 times annually, if at all.

h) Item L.11.8.13.h on page L-97 asks for Health Department Information. How many years do we have to go back?

Response

Provide health department information for calendar years 2003 through 2006.

i) What is the dollar breakdown of KSC, Inc's portion of the commission?

Response

KSC, Inc's. portion of the commissions was \$114,259 in 2004 and \$129,584 in 2005.

j) Is the South Buffet used for catering events and with what frequency?

Response

South Buffet is currently not used for catering. Senate Restaurants has chosen not to utilize this space as a part of their offerings at this time.

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k) Are the sales numbers disclosed in the Senate and House for vending actual sales numbers or commission numbers?

Response

The numbers represent commissions for the Senate and sales for the House.

l) In anticipation of your response to a previous question regarding the Senate Dining Room and the possibility of the Entity subsidizing it, the question comes up:

Page J.3-19, item (c) at the top of the page mentions former Senate Restaurant employees. Are these employees specific to the Senate Dining Room, or all food operations on the Senate side? And where do we put our proposed differential and fee in the financial submittal forms?

Response

The reference to Senate Restaurant employees in J.3.19 (c) refers to all Senate Restaurant employees. Please submit as a part of your response to L.11.8 (13) (i). This is not included in J.7 financials.

m) Can you disclose the current commission rates on vending product by category for the Senate and House of Representatives?

Response

The current commission rates cannot be disclosed.

n) What is the level of detail on design and significant equipment you require for recommended changes to the CVC and renovations elsewhere?

Response

The Government reserves the right to approve or disapprove any and all design changes. As described in the RFP, proposed design changes to the CVC server equipment shall be documented at a schematic design level and included with the proposal. The schematic design documents should be drawn to scale and be detailed enough to fully convey the intent of the proposed changes. They should also identify and describe all proposed new equipment and should include a written narrative describing the key features and principal differences between the proposed changes and the existing design.

Once the schematic design is approved and after contract award, the Contractor shall prepare a complete set of construction documents and specifications for review and approval by the AOC technical staff. The construction documents shall include at a minimum: a written narrative discussing the refinement of the schematic design; floor plans drawn to scale showing the final equipment layout; elevations of the equipment; details indicating how the equipment will interface with the existing architecture, including the serving counters; any pertinent utility drawings showing connections to mechanical, electrical, and plumbing services. The Contractor should also be prepared to make a formal presentation of the construction document package to the technical review staff at the commencement of their review. The Contractor shall also submit detailed shop drawings per Section 01330 for AOC review prior to construction.

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o) We may plan to make some changes to your CVC design. Is it at our discretion on how to spend the \$286,000?

Response

The \$286,000 allowance is to be used only for the purchase and associated costs of the purchase of any equipment identified as by "Vendor" in the Food Service Responsibility Matrix and for any Contractor-proposed changes to the Government provided servery equipment. If the value of the vendor supplied equipment and proposed changes to the Government provided equipment is less than \$286,000, the Contractor is not entitled to the balance. If the value is more, the Contractor is responsible for anything above the \$286,000 allowance.

p) Are the proposed CVC design changes limited to behind the serving line, or may we propose moving the serving counters within the servery space?

Response

The Government will only entertain proposed design changes to the servery equipment located behind the serving counters. The serving counters themselves are to remain unchanged in location and appearance from the front side. It is recognized, however, that equipment changes behind the serving counter might necessitate changes in the serving counter tops or to the configuration of the sneeze guards.

q) If we propose moving the serving counters, are we able to move utilities as part of our recommended design changes?

Response

The location of the serving counters may not change.

r) Can you estimate what the day to day upkeep costs will be for the CVC relative to maintenance and utilities?

Response

This information is not available.

s) Amendment 2 (page L-96) identified the positions designated as "Key Personnel" for the House. Are resumes required for all key personnel?

Response

Requirements for resumes can be found in section L.11.8 (12) (b). After contract award, the House may request resumes for other key personnel.

t) On L-87 item 4, "renovated" asks for all points of sale renovated or not. Was this the intention?

Response

Yes. See RFP Section L.11.8 (2).

u) Item p on page L-89 mentions cosmetic changes. I assume we don't answer this part of item p for "Current" proposal submission. Correct?

Response

Yes, correct. "Cosmetic changes" should only be addressed in Proposal Section C sub-sections "Proposed" and/or "Renovated".

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v) If you answer the foodservice locations number 6 on page L-88 the way it is written, we are to submit 3 pricing scenarios and 3 menus. Was this your intention for CVC? I understand it works for Senate and House, but how about CVC? Or did you intend for us to make just one pricing/menu proposal based on our suggested changes and investment?

Response

Contractors' Section C proposals for the CVC should reflect information presented in RFP Section C.1, pages C-7 through C-12. RFP item L.11.8 (3) (a), page L-86, defines what Section C proposals should address for the CVC. A single operating and pricing proposal is sought for the CVC; "Proposed" and "Renovated" scenarios for the CVC do not apply.

The RFP states that visitation will range between 11,000 and 22,000 on a typical day. How many people does each theatre hold? And what is the total time projected to seat, view and exit the theatre?

The reason for this question is, for example, if the theatres hold 500 people each and it takes 30 minutes to be seated, view the movie and exit for the tour before the next seating can start, this means 2,000 people per hour will enter the Capitol tour. In an 8 hour period, 16,000 people can be accommodated. Your answer will help us figure the timing to get 22,000 potential customers in the facility in one day.

Response

Due to the occupancy restrictions in the Capitol, the orientation theaters have been designed to cycle no more than 250 people every 20 minutes (fully load, show a 12 minute film, fully unload). That works out to be 1,500 people per hour. In an 8 hour day, that means that 12,000 people will get a tour of the Capitol. However, the capacity mentioned in the RFP, paragraph C.1.1, refers to the volume in which the CVC is expected to handle. This remains as stated: "On a day of typical visitor volume, it is estimated the CVC will handle between 11,000 and 22,000 visitors."

SOLICITATION, OFFER AND AWARD Architect of the Capitol - January 2004		REQUISITION NO.		PROJECT NO.	PAGE OF 1 105 PAGES
1. CONTRACT NO.		2. SOLICITATION NO. RFP 050019	3. TYPE OF SOLICITATION SEALED BID (IFB) <u> X </u> NEGOTIATED (RFP)		4. DATE ISSUED September 26, 2005
5. ISSUED BY ARCHITECT OF THE CAPITOL United States Capitol Washington, D.C. 20515			6. ADDRESS OFFER TO (If other than Item 5) Architect of the Capitol Procurement Division Ford House Office Building Attn: (Christopher J. Blumberg) Room H2-263 Bid Room Second and "D" Streets, S.W. Washington DC 20515		
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".					
SUBJECT: Foodservice and Related Services					

SOLICITATION

7. Please refer to Sections L.7, L.8, L.10 and L.11 for further submission instructions. CAUTION - Submission, Modification, Revision, and Withdrawal of Offers: See Section L. All offers are subject to all terms and conditions contained in this solicitation.	
8. FOR INFORMATION CALL: Christopher J. Blumberg	TELEPHONE NO. (NO COLLECT CALLS) (202) 226-2557

9. TABLE OF CONTENTS							
(x)	SEC.	DESCRIPTION	PAGE(S)	(x)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
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X	B	SUPPLIES OR SERVICES AND PRICES/COSTS	2-6	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
X	C	DESCRIPTION/SPECS./WORK STATEMENT	7-28	X	J	LIST OF ATTACHMENTS	67-68
X	D	PACKAGING AND MARKING	29	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
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X	F	DELIVERIES OR PERFORMANCE	33-35				
X	G	CONTRACT ADMINISTRATION DATA	36-40	X	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	75-100
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OFFER (Must be fully completed by offeror)

NOTE: ITEM 10 does not apply if the solicitation includes the provision entitled Minimum Bid Acceptance Period.				
10. In compliance with Section L.11.1, the undersigned agrees, if this offer is accepted within 365 calendar days from the date for receipt of offers as specified, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.				
11. DISCOUNT FOR PROMPT PAYMENT	10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	_____ CALENDAR DAYS %
12. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
13A. NAME AND ADDRESS OF OFFEROR	DUNS NO. _____ TAXPAYER IDENTIFICATION NO. _____		14. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or Print)	
13B. TELEPHONE & FACSIMILE NOS. (Include area codes)	13C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE -ENTER _____ SUCH ADDRESS IN SCHEDULE		15. SIGNATURE	16. OFFER DATE

AWARD (To be completed by Government)

17. ACCEPTED AS TO ITEMS NUMBERED	18. AMOUNT	19. ACCOUNTING AND APPROPRIATION	
20. AUTHORITY FOR NEGOTIATION, IF APPLICABLE		21. SUBMIT INVOICE FOR PAYMENT TO:	
22. NAME OF CONTRACTING OFFICER (Type or print)		23. UNITED STATES OF AMERICA (Signature of Contracting Officer)	24. AWARD DATE

price for the consumable inventories will be based on AOC vendor invoice pricing.

- (3) Change and petty cash funds.
- (4) Loose Equipment (as defined above).

.6 Construction & Project Management

The AOC will have the final approval of design, construction, contractors and project management personnel.

.7 Carts & Cart Storage

When and if food and/or beverage carts are included under the scope of services on Capitol Hill, the Contractor shall secure all necessary licenses and permits as a cost of business under the Contract covering the operation of these items. Contractor shall maintain the carts in good repair and a clean and sanitary condition at all times. Carts will be stored, at Contractor cost and expense, at an offsite location when not in use on Capitol Hill.

C.5 MENUS, STAFFING, AND CUSTOMER SERVICE

.1 Menu Prices

All menu prices shall be comparable with menu prices at other first class, high quality, Washington D.C. area cultural institutions, restaurants, cafés and catering/banquet facilities for similar services, items and portions. All prices must be displayed or on menus if table service is provided. Menu prices and portions will be an Exhibit to the Contract and such prices will be set and established for each calendar year. The annual review of new pricing will be in December for prices effective beginning in January of the next year. No price adjustments or changes will be made without prior written approval and knowledge of the Entity, which will not be unreasonably withheld. Whenever unique conditions result in unusual cost increases to the Contractor, then and in that event, the Entities will consider price adjustments at other times during the year.

.2 Contractor Manager(s) and Staff

In the Capitol Hill setting, the foodservice Contractor's staff may be perceived by the visitor as "representatives of the Government." The Entities are concerned about their public image and reputation. For this reason, the Entities must have the prior approval of management staff before hiring or placement on Capitol Hill. Further, in the event of problems with any front-line Contractor's staff who work in customer areas and/or has

(202) 228-4313. For verification of receipt, the Contractor may call (202) 224-9728.

- (3) Updates to the above information for Mobile VACIS deliveries must be sent to the U.S. Capitol Police throughout the period of performance of the contract.
- .3 40 P Street SE inspection facility - All other vehicles making deliveries to the above listed locations except for the Thomas Jefferson, John Adams, and James Madison Memorial Library of Congress buildings and the U.S. Supreme Court shall utilize the off-site inspection and screening facilities at 40 P Street, SE, in compliance with instructions as provided elsewhere in this Contract.

H.15 GOVERNMENT MANDATORY TRAINING

It may be required at certain times for Contractor employees to attend mandatory training (e.g. Quick Mask Hood Training) sponsored by the Government. The course cost per employee shall be borne by the Contractor.

H.16 GOVERNMENT FURNISHED SERVICES

- .1 The Government will provide the following necessary utilities and services: electricity, steam, heat, air conditioning, hot and cold running water, ventilation, pest control and trash/waste disposal. Established Government procedures and contracts are in place for recycling efforts. The Contractor shall comply with these procedures and coordinate recycling efforts with the appropriate Entity. The Contractor will not receive revenue or monies from recycling efforts.
- .2 The Government will not guarantee the uninterrupted provision of utilities and services except to insure that all reasonable and diligent efforts will be pursued in restoring the service, when it is interrupted. The Government will not be liable for product or revenue loss which may result from interruptions or failure of the above services.
- .3 The Government will provide all illumination of the food service areas, including the replacement of light bulbs in all light fixtures requiring relamping.
- .4 See Operational Responsibility Matrix in Sections J.4.5, J.5.4, J.5.22, and J.6.4 for additional information.

END OF SECTION H